

## Section 20. Miscellaneous Employee Benefits

### Section 20.1 Uniform Allowance

(a) Police department employees shall receive a uniform allowance in the amount equal to that payable to employees in the Police bargaining unit, sworn and non-sworn, as the case may be. Payment of uniform allowance shall be on or before September 1.

(b) Field Supervisors shall receive a one-time basic issue of four (4) sets of coveralls, or, at the option of the employee, the cost equivalent thereof in a combination of coveralls, pants, shirts, T-shirts, and jackets. Issued clothing shall be replaced by the City as required in the judgment of the department head. The City will provide cleaning services for City-provided work uniforms.

### Section 20.2 Special Purpose Footwear for Job Site Supervisors

Special purpose footwear required for job site supervisors by the City shall be worn during all hours worked while working on a job site.

Such special purpose footwear, in a basic style determined by the City and from a source designated by the City, will be provided on an 'as needed' basis. Repair or replacement shall be at the option of the City.

An employee, upon request, may be provided with a style approved by the City which is greater in cost than the basic style, however, the employee shall be responsible to pay the additional costs incurred.

In adopting or changing the basic style for special purpose footwear, consideration will be given by the City to current practices.

### Section 20.3 Personal Vehicle Use Reimbursement

To the extent permitted by the City, employees authorized by the City to use their personal vehicles for official City business use shall be reimbursed on a per mile basis at the Council-approved rate.

### Section 20.4 Flexible Work Schedules

Approval of a flexible working schedule shall be subject to approval by the department head and City Manager in writing and a copy shall be placed in the employee's personnel file. Initial approval of a flexible work schedule does not entitle or guarantee the employee the right to maintain that flexible work schedule and approval of a flexible work schedule does not limit the rights of management to reassign work hours

should the operational needs of the department change on a permanent or temporary basis. To the extent possible, the City agrees to provide notice ten (10) working days in advance of a modification in an employee's previously approved flexible work schedule except for short term modifications or extenuating circumstances.

#### Section 20A. State Disability Insurance As An Employee Paid Benefit

(a) Upon written request from the Union and to the extent permitted by the State of California, the City agrees, as a 'fully employee-paid' benefit and handled as an authorized employee payroll deduction, to enroll qualified employees subject to this Memorandum of Understanding into the State Disability Insurance (S.D.I.) program.

(b) To facilitate a coordination of benefits with regard to the use of authorized sick leave accruals used by an employee during such period(s) of time when such employee is drawing disability insurance benefits relating to paragraph (a) the City shall, upon actual enrollment in the S.D.I. program and after meeting and conferring with the Union adopt a schedule from an employee.

(c) In no event shall an employee, during absence from work for an illness or disability where S.D.I. benefits are paid, earn an amount of compensation greater than the straight-time wages regularly payable if the employee had actually worked.

#### Section 21. OSHA

(a) OSHA Safety Equipment. City shall supply to each employee covered under this Memorandum of Understanding all safety equipment which OSHA or other state law requires each said employee to have and use. Each employee covered by this Memorandum of Understanding shall use all City-supplied safety equipment as prescribed by the City and OSHA.

(b) OSHA Legal Representation. City shall provide legal representation to any employee covered under this Memorandum of Understanding cited for a violation of OSHA. Said representation will be provided by the City Attorney or, if the City Attorney is unable to do so, by an attorney mutually acceptable to the City and the affected employee. Employees covered by this Memorandum of Understanding shall use their best efforts to comply with all OSHA requirements and shall insist that the City employees under their supervision will comply with OSHA requirements.

(c) Police department employees shall receive the same issue of safety equipment as that received by safety employees in the Police bargaining unit, pursuant to Government Code Section 6401 and Government Code Section 5008.1. This provision shall apply to employees designated as peace officers as defined by Penal Code Section 830.1 (1981 Statutes).